



INSURANCE REQUIREMENTS FOR SUPPLIERS

Vendor must procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the products and materials supplied to the City of Chula Vista. The insurance must be maintained for the duration of the contract. The cost of such insurance shall be borne by the Vendor.

Minimum Scope of Insurance

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001)

Minimum Limits of Insurance

Vendor must maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, the general aggregate limit must be twice the required occurrence limit.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer will reduce or eliminate such deductibles or self-insured retentions as they pertain to the City, its officers, officials, employees and volunteers; or the Vendor will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability policy shall contain, or be endorsed to contain, the following provisions:

1. The ***City of Chula Vista, its officers, officials, employees, agents, and volunteers are to be named as additional insureds*** with respect to liability arising out of products or materials of the Vendor. The ***general liability additional insured coverage must be provided in the form of an endorsement to the contractor's insurance using ISO CG 2010 (11/85) or its equivalent. Specifically, the endorsement must not exclude Products / Completed Operations coverage, and must not be contingent upon "contract".***

2. For any claims related to a product, the ***Vendor's insurance coverage must be primary insurance as it pertains to the City***, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance of the contractor and in no way relieves the vendor from its responsibility to provide insurance.
3. Each insurance policy required by this clause must be endorsed to state that ***coverage will not be canceled by either party, except after thirty (30) days' prior written notice to the City*** by certified mail, return receipt requested.

Acceptability of Insurers

Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A V. If insurance is placed with a Surplus Lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. Exception may be made for the State Compensation Fund when not specifically rated.

Verification of Coverage

Vendor must furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on insurance industry forms, provided those forms conform to the contract requirements. ***All certificates and endorsements are to be received and approved by the City before work commences.*** The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.